

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Protective Products Enterprises, Inc.
1649 Northwest 136th Avenue
Sunrise, Florida 33323

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other: _____

Citizenship (see guidelines) Delaware

Execution Date(s) October 14, 2011

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes

No

Name: Wells Fargo Bank, National Association

Internal Address: _____

Street Address: 110 East Broward Boulevard

City: Fort Lauderdale

State: Florida

Country: USA Zip: 33301

Association Citizenship USA

General Partnership Citizenship _____

Limited Partnership Citizenship _____

Corporation Citizenship

Other Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached. Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance:

- Assignment Merger
 Security Agreement Change of Name

Other Amendment No. 1 to Trademark Collateral Assignment and Security Agreement as recorded on reel/frame 4549/0788.

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) See Exhibit A Attached

B. Trademark Registration No.(s) See Exhibit A Attached

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)

5. Name address of party to whom correspondence concerning document should be mailed:

Name: Susan O'Brien

Internal Address: UCC Direct Services

Street Address: 187 Wolf Road, Suite 101

City: Albany

State: NY Zip: 12205

Phone Number: 800-342-3676

Fax Number: 800-962-7049

Email Address: cls-udsalbany@wolterskluwers.com

6. Total number of applications and registrations involved:

5

7. Total fee (37 CFR 2.8(b)(5) & 3.41) \$

- Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____
Authorized User Name: _____

9. Signature: Mercedes Farinas

Signature

Mercedes Farinas
Name of Person Signing

10/17/11
Date

Total number of pages including cover sheet, attachments, and document. 7

Documents to be recorded (including cover sheet) should be faxed to (703) 308-8995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$140.00 2746101

EXHIBIT A
TO
AMENDMENT NO. 1 TO
TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

List of Trademarks and Trademark Applications

<u>Mark</u>	<u>Country</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
PARACLETE	US	2,746,101	August 5, 2003
FORCEFIELD	US	3,265,874	July 17, 2007
ARMOR-LATCH	US	3,455,267	June 24, 2008
FIT FOR DUTY	US	3,521,584	October 21, 2008
TEMPLAR	US	3,824,695	July 27, 2010

AMENDMENT NO. 1 TO
TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

AMENDMENT NO. 1 TO TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (this "Amendment"), dated as of October 14, 2011, is by and between PROTECTIVE PRODUCTS ENTERPRISES, INC., a Delaware corporation ("Debtor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association (together with its successors and permitted assigns, "Secured Party"). Unless otherwise defined herein, all capitalized terms used herein which are not defined shall have the meanings given to such terms in the Trademark Security Agreement (as defined below).

W I T N E S S E T H:

WHEREAS, Debtor and Secured Party are parties to the Trademark Collateral Assignment and Security Agreement, dated May 23, 2011 and recorded by the Assignment Services Division of the United States Patent and Trademark Office on May 23, 2011 at Reel/Frame 4549/0788 (as amended hereby and as the same may hereafter be further amended, modified, supplemented, extended, renewed, restated or replaced, the "Trademark Security Agreement");

WHEREAS, pursuant to the Trademark Security Agreement, Debtor has, among other things, granted to Secured Party a security interest in all present and future Trademarks, Trademark applications and related Collateral of Debtor, and has agreed to execute and deliver to Secured Party all agreements and documents as requested by Secured Party to evidence the security interests of Secured Party therein;

WHEREAS, Debtor has certain additional Trademarks and Trademark applications registered or filed with the United States Patent and Trademark Office which are not reflected in the Trademark Security Agreement; and

WHEREAS, Debtor and Secured Party now wish to amend the Trademark Security Agreement to include such additional Trademarks and Trademark applications.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor and Secured Party hereby agree as follows:

1. Amendment to Trademark Security Agreement.

(a) Without limiting any of the Collateral otherwise described in the Trademark Security Agreement, Exhibit A to the Trademark Security Agreement is hereby amended to include, in addition and not by way of limitation, the Trademarks and Trademark applications described in Exhibit A attached hereto (such Trademarks and Trademark applications described on Exhibit A hereto being referred to herein as the "Additional Trademarks").

(b) All references to the term "Collateral" in the Trademark Security Agreement shall be deemed and each such reference is hereby amended to include, in addition and not in

limitation, all of the Additional Trademarks and the other assets described in Section 2 of this Amendment.

(c) All references to the term "Trademarks" in the Trademark Security Agreement shall be deemed and each such reference is hereby amended to include, in addition and not in limitation, the Additional Trademarks.

2. Confirmation of Grant of Security Interest. Without limiting the security interest and lien granted to Secured Party set forth in Section 1 of the Trademark Security Agreement or any other provisions thereof, Debtor hereby confirms, reaffirms and restates its prior grant to Secured Party, and hereby grants to Secured Party a continuing security interest in and a general lien upon the following: (a) all of Debtor's now existing or hereafter acquired right, title, and interest in and to (i) the Additional Trademarks, together with all rights and privileges arising under applicable law with respect to Debtor's use of the Additional Trademarks, and all reissues, extensions, continuation and renewals thereof; and (ii) all prints and labels on which the Additional Trademarks appear, have appeared or will appear, and all designs and general intangibles of a like nature; (b) the goodwill of the business symbolized by each of the Additional Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Additional Trademarks; (c) all present and future license and distribution agreements (subject to the rights of the licensees therein) pertaining to the Additional Trademarks; (d) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (e) the right to sue for past, present and future infringements thereof; (f) all rights corresponding thereto throughout the world, and (vii) any and all other proceeds of any of the foregoing, including, without limitation, damages and payments or claims by Debtor against third parties for past or future infringement of the Additional Trademarks.

3. Representations, Warranties and Covenants. All of the representations, warranties and covenants with respect to the Trademarks and the other Collateral set forth in Section 3 of the Trademark Security Agreement shall apply to the Additional Trademarks and other assets described in Section 2 of this Amendment.

4. Effect of this Amendment. Except as expressly amended pursuant hereto, no other changes or modifications to the Trademark Security Agreement or waivers of or consents under any provisions thereof are intended or implied, and in all other respects the Trademark Security Agreement is hereby specifically ratified, restated, and confirmed by all parties hereto as of the effective date hereof. To the extent any term or provision of this Amendment conflicts with any term or provision of the Loan Agreement, the term or provision of the Loan Agreement shall control.

5. Counterparts. This Amendment may be executed in any number of counterparts, but all of such counterparts shall together constitute but one and the same agreement. In making proof of this Amendment, it shall not be necessary to produce or account for more than one counterpart thereof signed by each of the parties hereto. This Amendment may be delivered by telecopier with the same force and effect as if it were a manually executed and delivered counterpart.

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Amendment as of the day and year first above written.

DEBTOR

PROTECTIVE PRODUCTS ENTERPRISES, INC.

By: 
Name: Tom Steffen
Title: Chief Financial Officer

SECURED PARTY

WELLS FARGO BANK, NATIONAL
ASSOCIATION

By: _____
Name:
Title:

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Amendment as of the day and year first above written.

DEBTOR

PROTECTIVE PRODUCTS ENTERPRISES, INC.

By: _____
Name:
Title:

SECURED PARTY

WELLS FARGO BANK, NATIONAL
ASSOCIATION

By: Pat Cloninger
Name: Pat Cloninger
Title: Authorized Signatory